LAW OFFICES OF

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, L.L.C.

PERMANENT ADDRESS: TWENTY-EIGHTH FLOOR 909 POYDRAS STREET NEW ORLEANS, LOUISIANA 70112

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LAW CORPORATION
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ALL OTHERS LOUISIANA BAR

PERMANENT NUMBERS: TEL: (504) 299-2100 FAX: (504) 299-2300 rthibeaux@shergarner.com

November 3, 2005

TEMPORARY NUMBERS: TEL (225) 757-2185 FAX (225) 757-7674 rthi beaux@shergarner.com

Via Federal Express

Surface Transportation Board 1925 K Street, NW Washington, DC 20423-0001 Attn: Secretary

NOV 0 4 '05

12-57 PM

SURFACE TRANSPORTATION BOARD

RE: Hibernia National Bank/DMG Equipment Company, Ltd.

Documents for Recordation Our Reference No. 02952.0450

Dear Secretary:

Enclosed please find an original and one certified true copy of the document described below, which includes rolling stock as collateral to be recorded with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the U.S. Code.

The document is a Security Agreement (the "Security Agreement") dated September 6, 2005, and is a primary document dated September 6, 2005 covering rolling stock of DMG Equipment Company, Ltd., a Texas limited partnership ("Debtor"). The parties to the Security Agreement are Hibernia National Bank, as Secured Party, and DMG Equipment Company, Ltd. as Debtor.

The addresses of the parties are as follows:

(1) Secured Party:

> Hibernia National Bank 313 Carondolet St. New Orleans, LA 77303

(2) Debtor:

> DMG Equipment Company, Ltd. 1572 FM Road 1485 Conroe, TX 70112

NOV 0 4 '05

12- 57 PM

SECURITY AGREEMENT

SLIRFACE TRANSPORTATION BOARD

This Security Agreement ("Agreement") dated September <u>6</u> 2005, by and between DMG Equipment Company, Ltd. ("Debtor") a Texas limited partnership, 1572 FM Road 1485, Conroe, TX 77303, Texas State Org. No. <u>40145604</u> and Hiberria National Bank 313 Carondolet St., New Orleans, LA 70112 ("Secured Party").

Background

Secured Party has made a loan to Debtor, evidenced by a promissory note of even date herewith in the principal amount of \$1,891,000.00 (together with any amendments thereto and renewals, replacements and refinancings thereof, the "Note"). To secure the

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1 - SECURITY INTEREST

Description: As security for the payment of all obligations and liabilities of every kind or nature whatsoever of Debtor to Secured Party, whether now existing or hereafter incurred, matured or unmatured, direct or indirect, primary or secondary, related or unrelated or due or to become due, including without limitation all obligations evidenced by the Note, and any extensions, modifications, substitutions, increases and renewals thereof, and substitutions therefor; the payment of all amounts advanced by Secured Party to preserve, protect, defend, and enforce its rights hereunder and in the following property in accordance with the terms of this Agreement; and the payment of all expenses incurred by Secured Party in connection therewith, Debtor hereby assigns and grants to Secured Party a continuing lien on and security interest in, upon and to the following property and rights, whether now owned or hereafter acquired and wherever located (individually, collectively and interchangeably, the "Collateral"):

- (a) the equipment described on Exhibit "A" attached hereto (the "Rolling Stock"),
- (b) all accessories, accessions, attachments, replacements, additions and improvements to the Rolling Stock,
- (c) all onboard equipment located on the Rolling Stock and used or useful in the operation of the Rolling Stock,
- (d) all rents, profits, deposits and other payments arising out of the lease or disposition of the foregoing,
- (e) all proceeds of the foregoing, including all leases, documents, chattel paper and payment intangibles arising out of the lease, sale or other disposition of the Rolling Stock, all insurance proceeds arising from any loss involving the Rolling Stock, and any condemnation proceeds arising from any taking involving the Rolling Stock.

- 1.1 <u>Lien Documents</u>: As Secured Party deems necessary, Debtor shall execute and deliver to Secured Party, or have executed and delivered (all in form and substance satisfactory to Secured Party), any agreements, documents, instruments and writings, required to evidence, perfect or protect Secured Party's lien and security interest in the Collateral required hereunder or as Secured Party may request from time to time.
- 1.2 Other Actions: Secured Party is hereby authorized to file financing statements and amendments to financing statements without Debtor's signature in accordance with the Uniform Commercial Code as in effect in the State of Texas from time to time ("UCC"). Debtor hereby authorizes Secured Party to file all financing statements and amendments to financing statements describing the Collateral in any filing office as Secured Party, in its sole discretion may determine. Debtor agrees to comply with the requirements of all state and federal laws and requests of Secured Party in order for Secured Party to have and maintain a valid and perfected first security interest in the Collateral.
- 1.3 <u>Filing Security Agreement</u>: A carbon, photographic or other reproduction or other copy of this Agreement or of a financing statement is sufficient as and may be filed in lieu of a financing statement.
- Agreement with the Surface Transportation Board pursuant to 49 U.S.C. §11301. Debtor will cause each item of Rolling Stock to be kept numbered with the identifying numbers set forth in Exhibit "A" to this Security Agreement and all other markings and stencilings required by the Interchange Rules and the Codes of Car Hire and Car Service Rules of the Association of American Railroads, as the same rules and codes may be amended from time to time. Debtor shall promptly replace any such words or numbers which may be removed, defaced or destroyed. Debtor will not change, or permit to be changed, the numbers on any Rolling Stock without Secured Party's prior written consent, and without first amending this Security Agreement with proper and culy executed filings with the STB reflecting such change.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

- 2.1 Debtor represents and warrants to Secured Party that:
- (a) <u>Ratification</u> Each representation and warranty made by Borrower in the Note relating to Debtor is hereby ratified and confirmed and incorporated by reference as if set forth herein in full;
- (b) <u>Corporate Organization</u> Debtor (i) is duly organized and validly existing under the laws of its state of formation, (ii) has the power and authority to operate its business and to own the Collateral and (iii) is duly qualified, is validly existing and in good standing and has lawful power and authority to engage in the business it conducts in each state where the nature and extent of its business requires qualification, except where the failure to so qualify does not and could not have a Material Adverse Effect;
- (c) <u>Non-Contravention</u> The making and performance of this Agreement and other agreements executed in connection herewith will not (immediately, with the passage of time or with the giving of notice or both):

- (i) violate the partnership agreement of Debtor or result in a default under any contract, agreement or instrument to which Debtor is a party or by which Debtor or its property is or may be bound, or
- (ii) result in the creation or imposition of any security interest in, or lien or encumbrance upon, any of the assets of Debtor, except such as are in favor of Secured Party;
- (d) <u>Power and Authority</u> Debtor has the power and authority to enter into and perform this Agreement and to incur the obligations herein and therein provided for, and has taken all proper and necessary action, corporate or otherwise, to authorize the execution, delivery and performance of this Agreement;
- (e) <u>Enforceable</u> This Agreement is valid, binding and enforceable against Debtor in accordance with its terms;
- (f) <u>Consents and Approvals</u> All necessary consents, approvals or authorizations of, or filing, registration or qualification with, any Person, required to be obtained by Debtor in connection with the execution and delivery of this Agreement or the undertaking or performance of any obligation hereunder has been obtained;
- (g) <u>Title</u> The Collateral is free and clear of any and all liens, claims, encumbrances or security interests other than the security interests created hereby;
- (h) <u>Perfection</u> This Agreement is effective to create in favor of Secured Party legal, valid and enforceable Liens in all right, title and interest of Debtor in the Collateral, and when financing statements and this Agreement have been filed with the Texas Secretary of State and the Surface Transportation Board, Secured Party will have perfected Liens in the Collateral, superior in right to any and all other Liens, existing or future other than Liens in favor of Secured Party;
- (i) <u>Places of Business</u> The only places of business of Debtor, and the places where Debtor keeps and intends to keep the Collateral, are at the addresses shown on this page of this Agreement.

SECTION 3 - COVENANTS

3.1 Debtor covenants that:

- (a) <u>Payment of Taxes and Claims</u> Debtor shall pay, before they become delinquent,
- (i) all taxes, assessments and governmental charges or levies imposed upon it or upon Debtor's Collateral, and
- (ii) all claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other Persons entitled to the benefit of statutory or common law Liens, which, if unpaid, would result in the imposition of a Lien upon the Collateral; provided, however, that Debtor shall not be required to pay any such tax, assessment, charge, levy, claim or demand if the amount, applicability or validity thereof shall at the time be contested in good faith and by appropriate proceedings by Debtor, and if Debtor shall have set aside on its books adequate

reserves in respect thereof, if so required in accordance with GAAP; which deferment of payment is permissible so long as no Lien has been entered and Debtor's title to, and its right to use, the Collateral are not materially adversely affected thereby;

- (b) <u>Collateral</u> Debtor shall maintain the Collateral in good condition (normal wear and tear excepted) and make all necessary renewals, replacements, additions, betterments and improvements thereto and will pay and discharge when due the cost of repairs and maintenance to the Collateral, and will pay all rentals when due for all real estate leased by Debtor;
- Property Insurance, Public and Products Liability Insurance Debtor shall maintain insurance (i) on all insurable tangible Collateral against fire, flood, casualty and such other hazards (including, without limitation, extended coverage, workmen's compensation, boiler and machinery, with inflation coverage by endorsement) and (ii) against public liability, product liability and business interruption, in each case in such amounts, with such deductibles and with such insurers as are customarily used by companies operating in the same industry as Debtor. Debtor shall furnish Secured Party with duplicate original policies (or copies thereof) of insurance or such other evidence of insurance as Secured Party may require. In the event Debtor fails to procure or cause to be procured any such insurance or to timely pay or cause to be paid the premium(s) on any such insurance, Secured Party may do so for Debtor, but Debtor shall continue to be liable for the same. The policies of all such casualty insurance shall contain standard lender Loss Payable Clauses (and, with respect to liability and interruption insurance, additional insured clauses) issued in favor of Secured Party under which all losses thereunder shall be paid to Secured Party as Secured Party's interest may appear. Such policies shall expressly provide that the requisite insurance cannot be altered or canceled without thirty (30) days prior written notice to Secured Party and shall insure Secured Party notwithstanding the act or neglect of Debtor. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact, exercisable at Secured Party's option to endorse any check (but only a check in excess of Fifty Thousand Dollars (\$50,000) no Event of Default has occurred) which may be payable to Debtor in order to collect the proceeds of such insurance and any amount or amounts collected by Secured Party pursuant to the provisions of this Section may be applied by Secured Party, in its sole discretion, to any Obligations or to repair, reconstruct or replace the loss of or damage to Collateral as Secured Party in its discretion may from time to time determine. Debtor further covenants that all insurance premiums owing under its current policies have been paid. Debtor shall notify Secured Party, immediately, upon Debtor's receipt of a notice of termination, cancellation, or non-renewal from its insurance company of any such policy;
- (d) <u>Financial Records</u> Debtor shall keep current and accurate books of records and accounts in which full and correct entries will be made of all of its business transactions, and will reflect in its financial statements adequate accruals and appropriations to reserves, all in accordance with GAAP. Debtor shall not change its fiscal year end date without the prior written consent of Secured Party;
- (e) <u>Partnership Existence and Rights</u> Debtor shall do (or cause to be done) all things necessary to preserve and keep in full force and effect its existence, good standing, rights and franchises. Debtor shall maintain any and all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the Collateral or to the conduct of its businesses;
- (f) <u>Compliance with Laws</u> Debtor: (i) shall be in compliance with any and all laws, ordinances, governmental rules and regulations, and court or administrative orders or decrees

to which it is subject, whether federal, state or local, (including, without limitation, environmental laws) and (ii) shall obtain any and all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the Collateral or to the conduct of its businesses, which violation or failure to obtain causes or could cause a Material Adverse Effect. Debtor shall timely satisfy all assessments, fines, costs and penalties imposed (after exhaustion of all appeals, provided a stay has been put in effect during such appeal) by any Governmental Authority against Debtor or any Collateral of Debtor;

- (g) <u>Issue Taxes</u> Debtor shall pay all taxes (other than taxes based upon or measured by any Secured Party's income or revenues or any personal property tax), if any, in connection with the recording of any lien documents. The obligations of Debtor hereunder shall survive the termination of this Agreement;
- (h) <u>Merger, Consolidation, Dissolution or Liquidation</u> Debtor shall not merge or consolidate with any other Person or commence a dissolution or liquidation;
- (i) <u>Sale of Collateral</u> Debtor shall not sell any of the Collateral without Secured Party's prior written consent;
- (j) <u>Liens and Encumbrances</u> Debtor shall not: (i) execute a negative pledge agreement with any Person covering any of the Collateral, or (ii) cause or permit or agree or consent to cause or permit in the future (upon the happening of a contingency or otherwise), the Collateral (including, without limitation, the Collateral), whether now owned or hereafter acquired, to be subject to a Lien or be subject to any claim except for Permitted Liens. As used herein, "Permitted Liens" means: (i) Liens securing taxes, assessments or governmental charges or levies or the claims or demands of materialmen, mechanics, carriers, warehousemen, landlords, and other like persons, provided the payment thereof is not at the time required by Section 3.1(a); and (ii) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance, social security and other like laws;
- (k) Other Agreements Debtor shall not become or be a party to any contract or agreement which at the time of becoming a party to such contract or agreement materially impairs Debtor's ability to perform under this Agreement, or under any other instrument, agreement or document to which Debtor is a party or by which it is or may be bound;
- (l) <u>Change of Location or Jurisdiction of Organization</u> Debtor agrees that it shall not change its name or jurisdiction of organization without thirty (30) days prior written notice to Secured Party;
- (m) <u>Tax Identification and Organizational ID Number</u> Debtor's UCC organizational ID Number is as shown on the first page of this Agreement; and
- (n) <u>Commercial Tort Claim</u>: Debtor shall provide written notice to Secured Party of any Commercial Tort Claim (as defined in the UCC as in effect from time to time) to which Debtor is or becomes a party involving the Collateral. Such notice shall contain a sufficient description of the Commercial Tort Claim including the parties, the court in which the claim was commenced (if applicable), the docket number assigned to the case (if applicable) and an explanation of the events giving rise to such claim. Debtor shall grant Secured Party a security interest in such

Commercial Tort Claim to secure payment of the Indebtedness. Debtor shall execute and deliver such instruments, documents and agreements as Secured Party may require in order to obtain and perfect such security interest including, without limitation, a security agreement or amendment to any existing security agreement all in form and substance satisfactory to Secured Party. Debtor authorizes Secured Party to file (without Debtor's signature), financing statements or amendments to existing financing statements as Secured Party deems necessary to perfect the security interest.

SECTION 4 - DEFAULT

- 4.1 Events of Default: The occurrence of an Event of Default under the Note shall constitute an event of default ("Event of Default") hereunder and Secured Party shall thereupon have the option to declare Debtor in default under this Agreement, and all other existing and future agreements of any kind (related or unrelated) with Secured Party, and declare all existing and future liabilities, indebtedness and obligations of Debtor to Secured Party, whether matured or contingent, related or unrelated, due or to become due, immediately due and payable including, but not limited to, interest, principal, expenses, advances to protect Secured Party's position and all of Secured Party's rights hereunder and thereunder, all without demand, notice, presentment or protest or further action of any kind.
- 4.2 <u>Rights and Remedies on Default</u>: In addition to all other rights, options and remedies granted to Secured Party under this Agreement (each of which is also then exercisable by Secured Party), Secured Party may, upon the occurrence of an Event of Default, exercise any other rights granted to it under the UCC and any other applicable law, including, without limitation, the following rights and remedies:
- (a) the right to take possession of, send notices, and collect directly the Collateral, with or without judicial process (including, without limitation the right to notify the United States postal authority to redirect all mail addressed to Debtor to an address designated by Secured Party);
- (b) by its own means or with judicial assistance, enter Debtor's premises and take possession of the Collateral, or render it unusable, or dispose of the Collateral on such premises without any liability for rent, storage, utilities or other sums, and Debtor shall not resist or interfere with such action;
- (c) require Debtor at Debtor's expense to assemble all or any part of the Collateral and make it available to Secured Party at any place designated by Secured Party.

Debtor hereby agrees that a notice received by it at least seven (7) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made, shall be deemed to be reasonable notice of such sale or other disposition. If permitted by applicable law, any perishable inventory or Collateral which threatens to speedily decline in value or which is sold on a recognized market may be sold immediately by Secured Party without prior notice to Debtor. Debtor covenants and agrees not to interfere with or impose any obstacle to Secured Party's exercise of its rights and remedies with respect to the Collateral, after the occurrence of an Event of Default hereunder.

4.3 Nature of Remedies: Secured Party shall have the right to proceed against all or any portion of the Collateral in any order and may apply such Collateral to the liabilities and obligations of Debtor to Secured Party in any order. All rights and remedies granted Secured Party hereunder and under any agreement referred to herein, or otherwise available at law or in equity, shall be deemed concurrent and cumulative, and not alternative remedies, and Secured Party may proceed with any number of remedies at the same time until all existing and future liabilities and obligations of Debtor to Secured Party, are satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy, and Secured Party, upon the occurrence of an Event of Default, may proceed against Debtor, and/or the Collateral, at any time, under any agreement, with any available remedy and in any order.

SECTION 5 - MISCELLANEOUS

- 5.1 Governing Law: This Agreement, and all related agreements and documents shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its otherwise applicable principles of conflicts of laws. The provisions of this Agreement and other agreements and documents referred to herein are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.
- 5.2 <u>Financial Information</u>: Debtor agrees that it will provide the following financial information to Secured Party:
- (a) Within one hundred twenty (120) days after the last day of each fiscal year of Debtor, Debtor's audited financial statement as of the last day of such fiscal year prepared by a public accounting firm acceptable to Secured Party;
- (b) Within forty five (45) days after the last day of each fiscal quarter of Company, an unaudited financial statement of Company for such fiscal quarter;
- (c) Within one hundred twenty (120) days after the last day of each fiscal year of R.C. Smith Companies, Ltd. ("Guarantor"), Guarantor's audited financial statement as of the last day of such fiscal year prepared by a public accounting firm acceptable to Secured Party;

Company represents and warrants that each such statement will fairly present, in all material respects, the results of operations and the financial condition of Company as of the date set forth therein, all in accordance with generally accepted accounting principles.

5.3 Waiver:

- (a) No omission or delay by Secured Party in exercising any right or power under this Agreement or any other document will impair such right or power or be construed to be a waiver of any default, or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and no waiver of Secured Party's rights hereunder will be valid unless in writing and signed by Secured Party, and then only to the extent specified.
- (b) Debtor releases Secured Party, its agents, administrators and executors, its officers, employees and agents, of and from any claims for loss or damage resulting from acts or

conduct of any or all of them arising through the date hereof, unless caused solely by willful misconduct or gross negligence.

- 5.4 <u>Modification</u>: No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.
- 5.5 <u>Signatories</u>: Each individual signatory hereto represents and warrants that he is duly authorized to execute this Agreement on behalf of his principal and that he executes the Agreement in such capacity and not as a party.
- 5.6 <u>Successors and Assigns</u>: All provisions herein shall inure to, become binding upon the successors, representatives, trustees, administrators, executors, heirs and assigns of the parties hereto.
- 5.7 <u>Waiver of Jury Trial</u>: Debtor and Secured Party hereby waive any and all rights any may have to a jury trial in connection with any litigation commenced by or against Secured Party with respect to rights and obligations of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date written above.

DMG EQUIPMENT CO., LTD. a Texas limited partnership

BY: R.C. Smith Companies, Ltd. Its_general partner

() (/-

Gene E. Smith, President

HIBERNIA NATIONAL BANK

Title: Bonking Office

ACKNOWLEDGMENT

STATE OF TEXAS)				
COUNTY OF Montgomery) ss.				
On this day of September, 2005, before me personally appeared Gene E. Smith, to me personally known, who by me duly sworn, says that he is the manager of R.C. Smith Companies, Ltd., a Texas limited liability company, the general partner of DMG Equipment Company, Ltd., a Texas limited partnership, that the foregoing instrument was signed on behalf of said limited liability company acting as general partner of said partnership pursuant to the authorization of its members and managers, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company and partnership.				
WANDA L. SPINKS Notary Public STATE OF TEXAS My Comm. Exp. 4-8-2008 (Seal) WANDA L. SPINKS Notary Public Notary Public				
My commission expires: 4-8-2008				
ACKNOWLEDGMENT				
STATE OF FEXAS LOUIS, AND) PARISH) ss. COUNTY OF				
On this day of September, 2005, before me personally appeared kevin lander brook, to me personally known, who by me duly sworn, says that he is a Bank in a Officer of Hibernia National Bank, a national bank, that the foregoing instrument was signed on behalf of said national bank pursuant to the authorization of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.				
1/1/2				
(Seal)				
My commission expires:				
Robert P. Thibeaux				

Notary Public
Bar No. 18462
Parish of Orleans, State of Louisiana
My commission is for life

EXHIBIT "A"

The following 63 Ortner open top hopper rail cars, having an AAR mechanical designation of HD:

PAVX 222	PAVX 394	PAVX 445	PAVX 247
PAVX 340	PAVX 269	PAVX 229	PAVX 395
PAVX 486	PAVX 333	PAVX 285	PAVX 344
PAVX 414	PAVX 475	PAVX 303	PAVX 376
PAVX 375	PAVX 270	PAVX 224	PAVX 369
PAVX 300	PAVX 216	PAVX 210	PAVX 419
PAVX 260	PAVX 363	PAVX 431	PAVX 462
PAVX 331	PAVX 474	PAVX 332	PAVX 429
PAVX 259	PAVX 246	PAVX 360	PAVX 413
PAVX 209	PAVX 301	PAVX 434	PAVX 268
PAVX 464	PAVX 345	PAVX 304	PAVX 310
PAVX 420	PAVX 451	PAVX 498	PAVX 323
PAVX 422	PAVX 322	PAVX 311	PAVX 433
PAVX 401	PAVX 290	PAVX 467	PAVX 480
PAVX 491	PAVX 238	PAVX 430	PAVX 305
PAVX 362	PAVX 398	PAVX 234	

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Montgomery) ss.
On this day of September, 2005, before me personally appeared Gene E. Smith to me personally known, who by me duly sworn, says that he is the manager of R.C. Smith Companies, Ltd., a Texas limited liability company, the general partner of DMG Equipment Company, Ltd., a Texas limited partnership, that the foregoing instrument was signed on behalf of said limited liability company acting as general partner of said partnership pursuant to the authorization of its members and managers, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company and partnership.
WANDA L. SPINKS Notary Public STATE OF TEXAS My Comm. Exp. 4-8-2008 (Seal) WANDA L. SPINKS Notary Public Notary Public
My commission expires: 4-8-2008
ACKNOWLEDGMENT
STATE OF TEXAS LOUIS I AND) PARIS H) ss. COUNTY OF <u>EAST BATON ROUSE</u>)
COUNTY OF EAST BATON KOUSE)
On this day of September, 2005, before me personally appeared kevin Vanderbrook, to me personally known, who by me duly sworn, says that he is a Banking Officer of Hibernia National Bank, a national bank, that the foregoing instrument was signed on behalf of said national bank pursuant to the authorization of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.
1/42
(Seal) Notary Public
My commission expires:
Robert D. Thile

Robert P. Thibeaux
Notary Public
Bar No. 18462
Parish of Orleans, State of Louisiana
My commission is for life

EXHIBIT "A"

The following 63 Ortner open top hopper rail cars, having an AAR mechanical designation of HD:

PAVX 222	PAVX 394	PAVX 445	PAVX 247
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PAVX 375	PAVX 270	PAVX 224	PAVX 369
PAVX 300	PAVX 216	PAVX 210	PAVX 419
PAVX 260	PAVX 363	PAVX 431	PAVX 462
PAVX 331	PAVX 474	PAVX 332	PAVX 429
PAVX 259	PAVX 246	PAVX 360	PAVX 413
PAVX 209	PAVX 301	PAVX 434	PAVX 268
PAVX 464	PAVX 345	PAVX 304	PAVX 310
PAVX 420	PAVX 451	PAVX 498	PAVX 323
PAVX 422	PAVX 322	PAVX 311	PAVX 433
PAVX 401	PAVX 290	PAVX 467	PAVX 480
PAVX 491	PAVX 238	PAVX 430	PAVX 305
PAVX 362	PAVX 398	PAVX 234	